86-1426 (1)

NO.

Supreme Court, U.S.
FILED
FEB 19 1987
JOSEPH F. SPANIOL, JR.
CLERK

IN THE SUPREME COURT OF THE UNITED STATES
OCTOBER TERM, 1987

T L TUCKER,

vs.

BRAD BENNETT, et al
dba FEDERAL LAND BANK
& BACA COUNTY TRUSTEE

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEAL FOR THE TENTH CIRCUIT

T L TUCKER
In propria persona
708 N Main St.
Lamar, Colo 81052

(303) 336-2221

2/12/87

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42 pp

QUESTIONS PRESENTED

1. Whether the lower court erred by refusing to grant a jury trial pursuant to the Seventh Amendment to the United States Constitution, which guarantees, when the value in controversy shall exceed twenty dollars, the right of trial by jury, shall be preserved.

2. Whether the unilateral agreement was, the sort that presents the clearest case for discharging the contract which has rendered its performance literally impossible.

3. Whether the share-sham was an illegal act perpetrated by the lender.

4. Whether the lender lent loaned paper credit, not real money.

5. Whether the Federal Reserve Notes were issued in specific amounts by authority of Congress.

6. Whether the Court of Appeals for the Tenth Circuit should have remanded the case

back to the lower court.

7. Whether the 11th dollar can be re-paid.

8. Whether the credit given is to the issuer, a 'never-to-be-paid' interest free debt.

9. Whether the Federal Land Bank is ab le to create $5 for every actual dollar in their reserves.

10. Whether Petitioner should have been apprized of the improprieties from the very begininng.

11. Whether rule 8(a) can negate valid complaints.

12. Whether the Appellees can get away with felonious acts.

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United States Constitution:
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Article I sections 8, 9 & 10
Emit Bills of Credit
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Colorado State constitution
Article II
section 23
section 25

Title 18 USC
section 241
section 242

IN THE SUPREME COURT OF THE UNITED STATES
OCTOBER TERM, 1987

T L TUCKER,

vs.

BRAD BENNETT, ALTON B WARREN, VALEDA M RUNDELL, JEROLD L BENNETT, THELMA R GOODNIGHT, WES BUCHER, G M RUSSELL MONTE C MILLER, WARREN E SCHMIDT, H B WOLFE, ERVIN HANCOCK, BILL ADLER, & TOM IDLER.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

T L TUCKER, hereby petitions for a writ to review the judgement of the United States Court of Appeals for the Tenth Circuit, in this case.

CITATION OF OPINION BELOW

T L TUCKER vs. Brad Bennett, et al (No. 85-2869, 10th Cir., filed October 23 1986.

JURISDICTION

The judgment of the court of appeals was entered on October 23rd 1986.

There was no open court hearing scheduled, henceforth no motion for rehearing was filed with the Court. A pleading was made

to the District Court for "objective reasonableness" of the issues so presented, but ____before open Court. The jurisdiction of this Court is invoked under Title 28 USC, section 1254(1)(3).

CONSTITUTIONAL PROVISIONS PROVIDED

Article I sections 8, 9 & 10; Fifth, & Seventh & Fourteenth, to the United States Constitution.

Article II sections 23 and 25, to the Colorado State Constitution.

Title 18 USC sections 241 & 242.

STATEMENT OF THE CASE

On January 14th 1976, Petitioner signed a Deed of Trust, in question, insofar as a legal contractural agreement is concerned. This particular instrument is con trary to a possibility of performance but is in reality, an IMPOSSIBILITY OF PERFOR MANCE. There are two areas to look:

A. Supervening impossibility generally:

Of the various kinds of events which

can take the Petitioner by surprise, the sort that present the clearest case for discharging the contract are those which render its performance literally impossible.

B. Classes of impossibility now recognized. Most events which under the modern view justify discharge for impossibility, fall within one of the following categories: (1) destruction or other unavailability of the subject matter of the contract; (2) failure of the agree-upon means of performance (3) death or incapacity of a party; & (4) supervening illegality.

Had Petitioner been informed that the agreement was only a unilateral instrument Petitioner would not have made an application nor would he have accepted a loan had one been offered. The Lender or Appellees, did not sign the agreement, henceforth, it was only a unilateral kind of, 'performance of impossiblity.'

Petitioner discovered the facts upon which he relied on, thus uncovering improp rieties, as a result of a diligent and tho rough inquiry into the law oriented around and about contractural agreements. The Len der, Federal Land bank relied on wilfull & knowing acts of deceit and fraud perpetra- ted upon Petitioner, causing irreparable & unscrupulous harm onto Petitioner.

One of the major wrongs, was the intend ed act of fraud, the myth-like share plan. The Federal Land Bank is not licensed thro ugh the Securities Exchange Commission nor does the State of Colorado sanction aggres sive manipulation of Petitioner's funds to buy myth-shares. This is a controversial & disgraceful fruadulent act. On January 2nd 1976, the Ass't Vice President Alton B War ren, Appellee sanctioned an agreement, to purchase 7,640 shares. The charge totaled, $39,200.00. This amount is without the int erest, which was added later on. Petitioner

was cheated by Warren. Upon inquiry, Warren refused any discussion on the matter, & the subject died an unnatural death. It is safe to say that the Federal Land bank did steal or better said, embezzle a grand larceny amount from Petitioner.

Appellee Valeda M Rundell, a high official at the Federal Land bank of Lamar, had some interesting things to say in the Baca County court January 29th 1985, 85-CV-1: EXCERPTS-

Q Okay. Did the Federal Land bank withhold $20,000 to buy stock in Federal Land bank?

A Yes, sir.

Q Is that stock available?

A It is sir. When you retire the loan, we will subtract it from--

Q Was the stock issued to Derral Schroder for 400,00 shares?

A For 4,000 shares.

Q Was the stock issued?

A Yes, sir.

Q Can you produce a copy of the stock?

A It is held in the association's accounting.

Q It's in the accounting?

Q But where is the stock? There is actually stock certificates issued by Federal Land Bank in the form of 4,000 shares at $35 a share?

A They're---You have $20,000 credit in stock of 4,000.

Q We're not talking about credits. We're talking about stocks, actual stock certificates issued by Federal Land Bank to cover the 4,000 shares?

A It's held in the association's accounting.

Q In other words, it's just up front money for securing a loan?

A It is a cooperative and when it is a cooperative it is an association held by the farmers and that is their stock.

Q Well, I've bought, you know, quite a bit

of stock in my life and I never bought stock I didn't get a certificate proof of stock.

THE COURT: Excuse me now. Ask a question please.

Q If there is stock to represent the 400M shares that was extracted $200M worth, is there actual stock or is it up front money, that's charged for obtaining a loan?

A Yes, sir.

Q It is up front money for obtaining a loan?

A It is not--It is not charged. You're given credit for that amount of money.

Q Well in other words, there was $200,000 put up that never received any benefit whatsoever? It was just money put up, right?

A Not $200,000, no sir.

Q 20,000.

A Yes, sir, it was in the --

Q It's decided as stock?

A It is stock.

Q Well, I've never been able to get a picture of it. Could you produce a picture of the stock?

A It's on the records.

Q So may I ask a question again. Is there stock issued?

A Yes, sir, there is stock issued as a certificate per se. It is held in the-- on the books.

Q In other words, it's just an entry on the books?

A Yes, sir.

Q And there is no stock issued?

A It is on the -- issued on the books, on the records, yes, sir.

Q Just a bookkeeping interest?

A Yes, sir.

RECROSS-EXAMINATION

Q Mrs Rundell, what kind of statutes & regulations makes this legal?

A Through the Federal Land Bank of Wichita.

Q To what statutes?

A I don't know.

Q If you don't know the law, how can you make that statement? Did you ever read the Farm Credit Act of 1971?

A yes, sir.

Q What does it state in the Farm Credit Act about stock?

A At this time on the point I don't know.

Q But you are an officer of Federal Land Bank?

A Not of the Federal Land Bank, no.

Q Association of Lamar?

A Yes, sir.

STOCK: the shares of a particular company or corporation; capitol stock; of or perta ining to stock; a stock certificate.

SHARES: one of the equal fractional parts into which the capital stock of a joint-st ock company or a corporation is divided, & apportion, distribute, share.

CERTIFICATE OF INCORPORATION: a statement,

filed with a state official in forming a corporation, stating the name, purposes & the nature and distribution of the stock to be issued, and other matters, required by law.

Since the matter of whether the Federal Land bank cannot and does not issue stocks and are not licensed by the SEC, nor by the State of Colorado, improprieties and much more have been proved, in violation of sec 1621, 3, 4, 1622, 242, & 1001, Title 18 USC

Had there been a trial as guaranteed by the Seventh Amendment, where the value in controversy shall exceed twenty dollars the right of trial by jury shall be preserved, the whole of the matter may have turned in favor of Petitioner.

Why could not Petitioner repay the loan in question, because the Federal Land Bank loaned 'paper credit' not real money. The information comes from the private Federal Reserve System itself. The May 1985 issue

of The Federal Reserve Bulletin lists the total loans of all commercial banks at $1.8 trillion dollars. It also shows the money in circulation as only $169.5 billion. This means there are eleven times more loans than there is money to pay them, not counting the interest due---which in some cases is 18 to 20 percent per year. The real disaster, is simply the lack of money in circulation.

The two questions: 1) Why isn't there en ough money in circulation to pay loans? and 2) What happened to the money the Petitioner got? The answer to the first question is se curely written into U.S. law in the Federal Reserve Act of 1913. In passing the Act, it was Congress who gave this private corp the right to contract and to expand the money in circulation. The money in circulation now has been contracted to the point that it is eleven times less than the money owed the Federal Reserve Banks, makes it impossible for Petitioner to pay the loan.

This situation did not come about by accident. It came about with the Federal Land Bank's full knowledge and forethought on the matter. The answer to the second question: 'What happened to the money the Petitioner got from the Federal Land bank?' He didn't get the money. He got credit, that is depos it slips. Petitioner was told he got money. The checks he wrote on his enlarged bank account, did not bounce. They bought tractors, fertilizer, seed, and other things he needed to produce crops. The Bank was giving out more deposits slips in exchange for mor tgages on farm homes and land. The sadistic fact is, there was very little, if any money either minted or printed to cover repayment of principal and interest on the loan.

All the banks had to do was exchange che cks at the clearing house, and it all came out even without the exchange of Federal Reserve Notes or even coinage. This was the easy route to get the farm land from Petit-

ioner. The Federal Land Bank is party to a giant multi-level con game. First the shares scam now the money issue.

At the top of the pyramid is the Federal Reserve Board and their owners. At the bottom are all the little local branches of all the state and national banks. What Petitioner has been faced with is, the Federal Land Bank loaned Petitioner $10 but required that he pay $11. But since it is the bank is the one who creates the money by loaning it to Petitioner, there is no place for him to get that 11th dollar to repay.

Petitioner was tricked into participating in this scam. The Federal Land Bank had planned to take Petitioner to the cleaners. The point is, the bank perpetuated a devious plan, the premise of which is that an unresolvable debt must occur. The 11th dollar can never be repaid, thus the debt is____voidable and unpayable.

Article I section 9 of the U.S. Constitu

tion states: 'No money shall be drawn from the treasury, but in consequence of appropr iations made by law.' A number of federal cases have upheld this concept.

In Hughes Aircraft Co vs. United States, the Supreme Court stated: 'Before any expen diture of public funds can be made,' there must be an Act of Congress appropriating the funds and defining the purpose of such appr opriations And in National Association of Re gional Councils vs. Costle, it declared: 'Government agencies may only enter into ob ligations to pay money if they have been granted such authority by Congress.' It is quite apparent that in order for the federal government to incur debt, it must adopt leg islation authorizing a specific amount of federal obligations to be issued. Unless Con gress specifically authorizes a certain amo unt, which may be issued, without this then any alleged federal obligation is not truly such an obligation, and the same in in fact

a void instrument. This being the case, all Federal Reserve notes in circulation are not legal tender, are by law, void instruments having no value whatsoever. Henceforth, for Petitioner to make payments with same would be inviting troubles with the law, by surrendering worthless pieces of paper.

It is a fact of economic life that banks create money by extending credit:

Fact No 1. Essentially, money is the evidence of a credit given and a promise to receive.

Fact No 2. The credit evidenced by the money was given interest-free by you and me, & by the whole endless succession of buyers and sellers who hold money.

Fact No 3. Since you and I and every money-holder are giving this interest-free credit to one another, i.e., to the nation, it follows as an indisputable fact that the evidences of this interest-free credit given, & promise received are the true property, of

the nation at the point of issue.

Fact No 4. Credit and debt are like the two sides of the same piece of paper. There cannot be one without the other. Therefore what to people is an endless, interest-free, credit given is to the issuer a **never-to-be-paid,-** 'interest-free debt' owed to the people. But the money monopoly's loans tendered in the form of federal reserve notes & bank credit' are a false credit since the Federal Land Bank did not actually deliver anything. So, the bank charged an interest for rendering nothing. The issue being that the Federal Land did not loan any thing in the way of money the interest noted on the uniltaterl agreement of impossibility, should be struck out of existence.

Fact No 5. Man created silver and gold coins, as did man create 'pieces of paper.'Creation means making something that did not 'exist' before. Lumbermen make boards from trees, & workers build houses from lumber, and fact-

ories manufacture automobiles from metal, glass and other materials. But in all these things, they did not create, they only chan ged existing materials into a more usable & valuable form. This is not so with money. It is a method, man uses 'paper' 2½ X 6", and creates something out of nothing. This piece of paper cost 100th of a cent, and creative man determines its value by printing numbers on it, numbers of his choice. One minute it is worth $1, the next minute it is worth a $100 & then $50, etc. With different figures, the person can buy an automobile, a $300,000.00 home, etc., all with a 'piece of paper' with a worth of 100th of a cent. This man is mag ic. From $1 to $300,000. Its value was crea ted from a 'piece of paper' 2½ X 6".

The Federal Land bank indulges in Bills of Credit which is against Article I section 10 to the U.S. Constitution. No State shall emit Bills of Credit. Petitioner cites but anoth er reason why he cannot pay myth indebtedness

to the Federal Land bank, on the grounds that the Bills of Credit are unconstitutional.

Rev Casimir F Gierut of Bunker Hill, Ill a well-known authority on banking, proved that the banks create $5 for every actual dollar in their reserves. Said Gierut to confi scate Bleem's farm for money the bank did not lend in real cash, would be an act of thiev ery. The end result Bleem's farm was not confiscated. The bank restructed his loan, and lowered his interest rate to 5%.

The Federal Land bank is the real problem which is illegal, immoral, corrupt and an im possible banking system. The definition of money is, coin or currency and not evidence of debt which the Petitioner has been faced with. He was not apprized of the facts concerning the loan based upon a unilateral ag eement (between Petitioner & Petitioner.

If the Federal Reserve notes are not iss ued by the government under a specific Act, they cannot be obligations of the government.

To be obligations of the government, currency must be issued in specific amounts by authority of Congress. Since this is true of bonds issued by the treasury, Congress passes an Act every so often by which the debt limit is increased; this validates the sale of treasury notes, bills and bonds. Without such an act, if the treasury were to issue these on its own, they would be worthless,- in the hands of the purchasers.

There have been many court decisions demonstrate that State and local government cannot incur obligations in excess of those specifically authorized. This same principle applies to the federal government....and no federal obligation may be issued unless Congress specifically authorizes a certain amount which may be issued. Without this, then any alleged federal obligation is not truly an obligation, and the same in fact a void instrument. This being the case all Federal Reserve notes in circulation are not legal

tender and are in fact void instruments hav ing no value whatever, in a legal sence. In this case, the dollar today is legal fiction.

The Farmland Sale which took place June 6th 1985, at the County Courthouse conducted by Baca County Trustee Thelma R Goodnight, claims in her public announcement, quote in part: ...will sell the above described land **for cash** at public auction. No cash passed hands. Goodnight is accustomed to accepting **Bills of Credit**, violently opposed to Article I section 10 to the U.S. Constitution. Such overt act is a felony. She took a sworn Oath to uphold this Law of the Land. Is this not a valid reason to overturn this action? Had she accepted Article I section 8 & 10 money this is of course not be an issue before th is Honorable Judicial Body. The law has not been repealed. The judges are bound by the Supreme Laws of the Land, pursuant to Article VI.

Petitioner had no previous knowledge that

the judgeships condoned Bills of Credit, as the record shows, in respect to the lower courts refused to get excited about Bills of Credit, that Goodnight condoned and acc epted without any repunction whatsoever. It is truth in law that Article III section 1 & Article VI (U.S.Const) are laws not to be disobeyed & not to be disavowed is Petitioner's prime reason for preparing an appeal to this Honorable Judicial Body, or the Supreme Court of the United States. When the Bills of Credit are illegal, how then can this Court toler ate lower court decisions who refused to rule against same? This issue has a parallel to the share-scam initiated by the Fed eral Land bank hierarchy. This issue is a crime. To settle these issues and others is to seek Court protection, for this Body to enjoin the principals above named, BRAD BE NNETT, et al, in the true interest of just ice.

MONEY FOR NOTHING. This is not new inf-

ormation. The Federal Land Bank creates mon ey by extending credit, and are not limit- ed to a measure of regulation, such as res erve requirements. There is mismanagement, fraud and corruption underlying Petitioner's Complaint against the Appellees above nam- ed. Checkbook money is based on reserves & not limited within themselves to tough re- strictions. Reserves are a license for com mercial banks to create checkbook money.

The reserves in the banking system such as the likes of the Federal Land Bank, are not money held un safekeeping but are a... book entry credit maintained at a regional reserve bank. When the money is zilch, how then can the Appellees charge Petitioner an interest? The system is impossible by design. The federal reserve notes are ONLY evidence of debt. Once again, how may Petitioner by law keep abreast of the law, when fraud is perpetrated from within the bank structure and its underling establishment?

Rules 8(a), 9(e) are far astray of the Complaints entered against the above named Appellees. Judge Jim R Carrigan stated the Complaint failed to meet the requirements, or rule 8(a) which has **100 words**. Jurisdiction was dutifully entered in the pleading as is proper. The demand for relief was also notated, like things entered in this appeal, above. SHARE SCAM, UNAUTHORIZED MONEY, PHONY BIDDING ON THE FARMLAND, & more.

The 10th Circuit Court of Appeals, was unfair concerning their denial of the appeal from the U.S. District Court. The Circuit Court Judgeships apparently in unison stating, quote: 'We agree with the district court that plaintiff's **rambling and disjointed complaint fails** in all respects.....' They also agree with the **100 word rule 8(a)**. The question is put forth- 'Is there a cover-up of the issues? Why did not the lower Court exercise Constitutional Law violations, by the Appellees named above concerning 'all'

of the overts committed willfully & knowingly by them? How can judgeships get away with calling the SHARE-SCAM, and other par amount issues, in a form of rambling & dis jointed issues? The SHARE-SCAM is a felonious and (was) hidden-under-the-carpet cri me. Under Title 18 USC sections 3, 4, 1621 1622, 241, 242 & 1001 are serious violations of the law. Will not this Honorable & Constitutional Law abiding Judicial Body, step in and clear-up these serious violation of criminal law?

REASONS FOR GRANTING THE PETITION

The Court should grant the petition to settle the questions raised, a) the unilat eral agreement, impossibility of performan ce; b) the share-myth ploy; c) embezzleme-nt feature regarding the share-myth ploy, and charging a grand total of $560,000.00, plus $39,200.00 for non-existent shares is thievery; d) unauthorized money; e) Petitioner unable to pay the 11th dollar; f)

interest-free credit given is to the issuer a **never-to-be-paid**, 'interest-free...debt' owed to the people; g) the inability of a man or men to automatically raise **par-value** of a 'piece of paper' from $1 on up, is an impossibility of performance; h) Bills of Credit fronwed upon by Article I section 10 to the Constitution; i) check-book money is not money; j) rule 8(a) is a poor excuse to throw-aside issues presented before, to coin phrase, Fedral Land-Gate danger to freedom of **truth** and cover-up of **fraud**, second to none.

Article I sections 8, 9 & 10 to the U.S. Constitution contends with Coinage, its va lue to be regulated by the Congress, defac to law, what legal tender is, regulation of authorized money, its issuance, base Coinage, and the 'frowned-upon Bills of Credit.' Amendments 5th & 14th grant Petitioner the right to due process of law, not granted by lower judicial bodies.

The Colorado constitition, Article II, sections 23 and 25 guarantees a trial by a jury, and due process of law. In absence of same, the lower level courts refused to ac knowedge any form of trial by jury, let a-lone due process of law. This meant that Article I Amendments 4, 5, 7 & 14th guaran tees Petitioner full authority to exercise his Constitutional rights. From all appea rances to date, the courts have done their level best to **avoid** the key issues by and through a proper and justifiable court of law. A twelve-man jury would be hard press ed to overlook the many issues presented herein. Without Constitutional safeguards, where then is justice on the side of Petit ioner?

This Honorable Judicial Body or Supreme Court of the United States is the supreme department, pursuant to Article III section 2 to the Constitution, which said Body has original Jurisdiction, and shall have app-

ellate Jurisdiction, both as to Law & Fact.

Title 18 USC sections 241 & 242 come in to play. Conspiracy against the rights of the Petitioner, and deprivation of rights under color of law fits this entire case. Why did not judgeship W Schmidt file charg es against Appellees Alton B Warren & Brad Bennett & Valeda M Rundell & H B Wolfe and Thelma R Goodnight, and others for fraudu lent deeds of malfeasance, share-sham, and other gross improprieties? Petitioner sees that certain public servants attempt to hi de improprieties, if any they have, & also seemingly cooperate with others who too, have committed unpardonable sins. Indict-ments pursuant the the Fifth Amendment, is entirely in order.

Title 18 USC sections 3, 4, 1621, 1622, and 2382 are applicable criminal statutes, which apply to this action. Section 4 is in particularly interesting. Misprision of fe lony. Whoever, having knowledge in the act

ual commission of a felony cognizable by a court of the United States, conceals & does not as soon as possible make known the same to some judge, shall be fined $500 and impr isoned not more than three years. This is in itself is self-explanatory.

Likewise, section 1621 (perjury) is also self-explanatory. Who of the above named Appellees are free of the charges of mis-conduct, or putting it plainer, **perjury**?

CONCLUSION

For all of the above reasons, this Peti- should be granted.

RESPECTIVELY SUBMITTED,

T L Tucker

T L Tucker,
Petitioner
In propria persona
708 North Main St.
Lamar, Colo 81052
(316) 336-2221

CERTIFICATE OF MAILING

The undersigned is over the age of 18, who certifies that he caused to be mailed this 17th day of February, 1987, postage prepaid, first class, and by certified mail, the following copies of this Petition for Certiorari.

Forty copies to the Clerk, United States Supreme Court, Washington, D.C., 20543, and (1) copy each to Charles M Johnson and Alan Epstein, Attorneys for the Appellees.

Server: Mark Stevens

APPENDIX A

UNITED STATES COURT OF APPEALS

FOR THE TENTH CIRCUIT

T L TUCKER,

Plaintiff/Appellant,

vs.

BRAD BENNETT, ALTON B WARREN, VALEDA M RUNDELL, JEROLD L BENNETT, WES BUCHER, MONTE C MILLER, G M RUSSELL, WARREN E SCHMIDT, ERVIN HANCOCK, H B WOLF, TOM IDLER, BILL ADLER, THELMA R GOODNIGHT,

Defendants/Appellees.

NO. 85-2869

D.C. NO. 85-C-2558
(D. Colo.)

OPINION

Appeal from the United States District Court for the district of Colorado
Hon. Jim R Carrigan Presiding

No opinion was offered. Whatever did take place, was in ex parte fashion, on one side by and for one party only, or on the applic ation of one party. There was no notice of

a formal hearing before open Court. It can be said, that no judicial proceedings took place. As such, no notice to, or contestat ion allowed for the Petitioner who was adversely interested. Hearing, if any there was, heard only one side of the touchy con troversy, induces Petitioner to say, that until the matters are in fact heard, & are argued over, that the action is judically defective.

SUMARIZATION OF ORDER

The Court complains that the Fed R Civ P. 8(a) was not followed, or that the Complaint failed to meet its requirements. Al though the Complaint had realistice issues before the Court none were addressed. See:

Marbury vs. Madison, 5 U.S. (2 Cranch) 137, 180 (1803) held: 'All laws (Rules and Practices) which were repugnant to the Con stitution are null and void.' See: **Miranda vs. Arizona, 384 U.S. 436, 86 S Ct 1602** it held: 'Where rights secured by the Constit

ution are involved, there can be no rule making or legislation which would abrogate them.' Had there been a before open Court hearing, with both parties present, argument could have been heard on such issues as: 1) fraudulent share scam; 2) unilateral agreement (between Petitioner & Petitioner), and not between Petitioner and Appellee, and, 3) the Baca County fraudulent bidding which took place on 6/6th/1985, Appellees's successful attempts to circumvent Petitioner's Constitutional rights; 4) failure of the Court to check the overt act of the Federal Land Bank to circulate and distribute Bills of Credit, for an example, Federal Reserve Notes without a specific enactment by the Congress to therefore authorize a certain amount which may be issued, that without this authorization the Federal Reserve Notes in circulation today, are not obligations of the United States for the reason that no statute has

been enacted by Congress authorizing such amount of such notes to be issued pursuant to Article I section 9 of the U.S. Constit ution states: 'No money shall be drawn from the treasury, but in consequence of approp riations made by law.' Had the Court conse nted to hear these issues, this action wou ld not be before this Honorable United Sta tes Supreme Court. The issues would have been decided by the lower Court. There is a certainty that the requirements noted in the Fed R Civ P. 8(a) cannot be a bar concerning vital issues oriented around & about Constitutional Law.

ORDER

CARRIGAN, J.

Plaintiff brought this action against thirteen named defendants, identified only as employees of the state of Colo, and the Federal government. Plaintiff's action app arently concerns a foreclosure by a Federal Land bank against real property of which

the plaintiff claims to have in possession.

Even construed liberally, as all pro se complaints must be, it is clear that this complaint fails to meet the requirements of Fed R. Civ P. 8(a).

Accordingly, it is ordered that the plaintiff's complaint and motion for injunctive relief and temporary restraining order dismissed without prejudice. Each party shall bear his or her own costs.

Dated at Denver, Colorado, December 4 1985.

BY THE COURT:

/s/

JIM R CARRIGAN, JUDGE
UNITED STATES DISTRICT COURT

Rule 8. General Rules of Pleading

(a) Claims for Relief. A pleading which sets forth a claim for relief, whether an original claim, counterclaim, cross-claim, or third-party claim, shall contain (1) a short and plain statement of the grounds upon which the court's jurisdiction depends, unless the court already has jurisdiction and the claim needs no new grounds of jurisdiction to support it, (2) a short and plain statement of the claim showing that the pleader is entitled to relief, and (3) a demand for judgment for the relief to which he deems himself entitled. Relief in the alternative or of several different types may be demanded.

APPENDIX B

UNITED STATES COURT OF APPEALS

FOR THE TENTH CIRCUIT

T L TUCKER,

Plaintiff/Appellant,

vs.

BRAD BENNETT, et al,

Defendants/Appellees.

NO. 85-2869

D.C. NO. 85-C-2558
(D. Colo.)

ORDER AND JUDGMENT

Before BARRETT and BALDOCK, Circuit Judges and CONWAY, District Judge.*

*The Honorable John E Conway, United States District Judge for the District of New Mexico, sitting by designation.

In accordance with 10th Cir R 9(e), and Fed R App P. 34(a), this appeal came on for

consideration on the briefs and on appeal.

Plaintiff appeals the district court's dismissal of his complaint without prejudice for failure to comply wiht Fed R Civ P 8(a) We agree with the district court that plain tiff's rambling and disjointed complaint fails in all respects to 'contain a short & plaint statement' of the basis for the cour t's jurisdiction required under Fed R Civ P 8(a). The appellees' motion to affirm is ac cordingly GRANTED.

The judgment of the United States Distr- ict Court for the District of Colorado, is AFFIRMED/ See 10th Cir R 17(b).

The mandate shall issue forthwith.

/s/
ROBERT L HOECKER, Clerk

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Supreme Court, U.S.
FILED
MAR 21 1987
JOSEPH F. SPANIOL, JR
CLERK

No. A-512

IN THE

Supreme Court of the United States

OCTOBER TERM, 1986

T. L. TUCKER,

Petitioner,

v.

BRAD BENNETT, ET AL.

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI
TO THE CIRCUIT COURT OF APPEALS
FOR THE TENTH CIRCUIT

BRIEF FOR FARM CREDIT RESPONDENTS IN OPPOSITION

CHARLES M. JOHNSON
JACK L. SMITH
(Counsel of Record)
HOLLAND & HART
Suite 2900
555 Seventeenth Street
Post Office Box 8749
Denver, Colorado 80201
Telephone: (303) 295-8000
Attorneys for Farm Credit Respondents

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ARGUMENT

This Action Presents No Special or Important Issues Which are Appropriately Reviewed on Writ of Certiorari.

Plaintiff-Petitioner ("Tucker") is appealing an October 23, 1986 Order and Judgment from the United States Court of Appeals for the Tenth Circuit, which affirmed a December 4, 1985 Order from the United States District Court for the District of Colorado dismissing Tucker's pro se Complaint, without prejudice, because it failed to meet the requirements of Fed. R. Civ. P. 8(a). Defendants-Respondents Brad Bennett, Alton B. Warren, Valeda M. Rundell, Jerold L. Bennett, Wes Bucher, Monte C. Miller, G.M. Russell, Ervin Hancock, H. B. Wolfe, Tom Idler, Bill Adler, Federal Land Bank of Lamar and Federal Land Bank of Wichita (collectively, the "Farm Credit Respondents") respectfully urge this Court to deny certiorari since two federal courts have now held that Tucker's pro se Complaint failed to comply with federal pleading requirements, and since Tucker's Complaint was dismissed without prejudice, leaving Tucker free to obtain counsel and re-file a proper Complaint, if after legal advice Tucker is still convinced that such action is warranted.

After reviewing Tucker's Complaint, the District Court held that "even construed liberally, as all *pro se* complaints must be, it is clear that this complaint fails to meet the requirements of Fed. R. Civ. P. 8(a)." [*See* Tucker's Petition for a Writ of Certiorari, p. 5a]. After reviewing the same document, the Court of Appeals wrote that, "We agree with the District Court that plaintiff's rambling and disjointed complaint fails in all respects to 'contain a short and plain statement' of the basis of the court's jurisdiction required under Fed. R. Civ. P. 8(a)." [*See* Tucker's Petition for a Writ of Certiorari, p. 7a].

Even a pro se complaint is subject to dismissal if the pleading fails reasonably to inform the adverse party of the

asserted cause of action. *See, e.g., Wallace* v. *City of Pagedale, Missouri*, 359 F.2d 57, 58 (8th Cir. 1968); *Koll* v. *Wayzata State Bank*, 397 F.2d 124, 125 (8th Cir. 1968); *Choate* v. *United States*, 413 F. Supp. 475, 478 (N.D. Okla. 1976). Courts have thus unhesitatingly dismissed pro se actions where the complaint consisted of "a labyrinthian prolixity of unrelated and vituperative charges that defy comprehension", *Prezzi* v. *Schelter*, 469 F.2d 691, 692 (2d Cir. 1972), *cert. denied*, 411 U.S. 935 (1973); was "confusing, ambiguous, redundant, vague and, in some respects, unintelligible", *Wallace, supra*, 359 F.2d at 58; was "so verbose, confused and redundant that its true substance, if any, is well disguised", *Corcoran* v. *Yorty*, 347 F.2d 222, 223 (9th Cir.), *cert. denied*, 382 U.S. 966 (1965); contained "a completely unintelligible statement of argumentative fact", *Koll, supra*, 397 F.2d at 125; with "little more than demands, charges, and conclusions", *Burton* v. *Peartree*, 326 F. Supp 755, 758 (E.D. Penn. 1971); represented "circuitous diatribes far removed from the heart of the claim", *Prezzi* v. *Burzak*, 57 F.R.D. 149, 151 (S.D. N.Y. 1972); or set forth "a meandering, disorganized, prolix narrative", *Karlinsky* v. *New York Racing Association, Inc.*, 310 F. Supp. 937, 939 (S.D. N.Y. 1970).

Farm Credit Respondents submit that the District Court and the Court of Appeals acted correctly in dismissing Tucker's action. Tucker's Complaint was, after all, dismissed without prejudice, leaving Tucker free to re-file a Complaint which conforms to federal rules. Accordingly, Farm Credit Respondents respectfully urge the Court to deny Tucker's petition for certiorari, and finally bring this needless appeals process to an end.

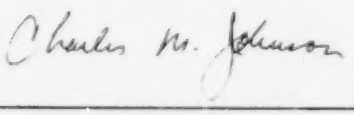
CONCLUSION

The Tenth Circuit's proper analysis of a relatively isolated procedural issue is not one this Court should review. The appealed-from Order has virtually no precedential impact generally, and no lasting effect on Tucker's rights specifically. Tucker's petition for certiorari should be denied.

Date: March 19, 1987

Respectfully submitted,

HOLLAND & HART



CHARLES M. JOHNSON
JACK L. SMITH
(Counsel of Record)
Suite 2900
555 Seventeenth Street
Post Office Box 8749
Denver, Colorado 80201
Telephone: (303) 295-8000
Attorneys for Farm Credit Respondents